



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13710

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

***004103656 304 984-1725**
BARNES EXC INC
PO BOX 13384

SISSONVILLE WV 25360

**ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		# 1,287,000 RB
<p>RECLAMATION: RESTORATION OF LAND</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF FALCON LAND COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) P-656. THIS SITE CONSISTS OF APPROXIMATELY 30 ACRES AND IS LOCATED NEAR FENWICK, WV IN NICHOLAS COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 02/26/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: STARTING AT THE FENWICK POST OFFICE, TAKE STATE ROUTE 20 SOUTH FOR 100 FEET TO THE INTERSECTION OF STATE ROUTE 20 AND STATE ROUTE 39. TAKE STATE ROUTE 20 SOUTH FOR APPROXIMATELY 0.3 MILE AND TURN LEFT ONTO COUNTY ROUTE 39/14 (SAXMAN ROAD). TRAVEL 4.5 MILES AND TURN LEFT ONTO THE MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE 304-984-1725	DATE 3/25/08
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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<p>PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p>						

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SIGNATURE <i>Catherin Barnes</i>	TELEPHONE 304-984-1725	DATE 3/25/08
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME - <i>Barnes Exc. Inc.</i> CONTRACTORS LICENSE NO. - <i>WV023257</i></p> <p>THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE <i>304-984-1725</i>	DATE <i>3/25/08</i>
TITLE <i>President</i>	FEIN <i>550736745</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						

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<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>						
3.						
<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>						
<p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS</p>						

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SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13710

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

***004103656 304 984-1725**
BARNES EXC INC
PO BOX 13384

SISSONVILLE WV 25360

**ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/07/2008				
BID OPENING DATE: 03/25/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherin Barnes</i>	TELEPHONE 304-984-1725	DATE 3/25/08
TITLE <i>President</i>	FEIN 550736745	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFQ NUMBER
DEP13710

PAGE
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304-558-2157

VENDOR

*004103656 304 984-1725
BARNES EXC INC
PO BOX 13384

SISSONVILLE WV 25360

SHIP TO

ENVIRONMENTAL PROTECTION
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25901 **304-465-1911**

DATE PRINTED 02/07/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 03/25/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">DEP13710</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Catherine Barnes</i>	TELEPHONE <i>304-984-1725</i>	DATE <i>3/25/08</i>
TITLE <i>President</i>	FEIN <i>550736745</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ NUMBER
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BIDDING

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BID OPENING DATE: 03/25/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1	✓
NO. 2
NO. 3
NO. 4
NO. 5
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<p style="text-align: center;"><i>Cathern Barnes</i> SIGNATURE</p> <p style="text-align: center;"><i>Barnes Exc. Inc.</i> COMPANY</p> <p style="text-align: center;"><i>3/25/08</i> DATE</p>						
REV. 11/96						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13710</p> <p>BID OPENING DATE: 03/25/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>304 984 0074</i> -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- <i>Robert Barnes</i> -----</p>						<p><i>\$1,287,000.</i> ^{R6}</p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cathen Barn* TELEPHONE *304-984-1725* DATE *3/25/08*
 TITLE *President* FEIN *550736745* ADDRESS CHANGES TO BE NOTED ABOVE

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IV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

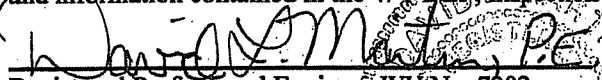
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Falcon Land Company</u>				
PERMIT NUMBER(S): <u>P-656</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
Water Quality Abatement				
1.0	LUMP SUM	<u>MOBILIZATION/DEMObILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>50,000.</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500.</u>
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>20,000.</u>
4.0	LUMP SUM	<u>REGRAIDING AND TOPSOILING</u>	LUMP SUM	\$ <u>20,000.</u>
5.0		<u>REVEGETATION</u>		
5.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>9,000.</u>
5.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>9,000.</u>
5.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>9,000.</u>
5.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>9,000.</u>
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>9,000.</u>
7.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
7.1	LUMP SUM	<u>CONSTRUCT SLUDGE CELL "E"</u>	LUMP SUM	\$ <u>40,000.</u>
7.2	LUMP SUM	<u>CONSTRUCT POND SIX (6)</u>	LUMP SUM	\$ <u>40,000.</u>

BUYER CB-23	PAGE 025	REQ. OR PO NO. DEP13710
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

91. Regrade and revegetate a total of approximately thirty (30) acres on the permit. (That would include Areas A, B, and C

I David L. Martin, Sr., the undersigned, hereby certify ¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.


Registered Professional Engineer WV No. 7202

Date: JANUARY 15, 2008

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

NV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.3	LUMP SUM	<u>CONSTRUCT POND SEVEN (7)</u>	LUMP SUM	\$ <u>20,000.</u>
7.4	LUMP SUM	<u>CONSTRUCT POND EIGHT (8)</u>	LUMP SUM	\$ <u>20,000.</u>
7.5	LUMP SUM	<u>AREA B AMD SEEP COLLECTION PIPE</u>	LUMP SUM	\$ <u>18,200.</u>
7.6	LUMP SUM	<u>CONCRETE WEIR NUMBER THREE (3)</u>	LUMP SUM	\$ <u>30,000.</u>
7.7	LUMP SUM	<u>WATER COLLECTION DAM</u>	LUMP SUM	\$ <u>16,000.</u>
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>UPGRADE SLUDGE CELL "B"</u>	LUMP SUM	\$ <u>11,000.</u>
8.2	LUMP SUM	<u>UPGRADE POND ONE (1)</u>	LUMP SUM	\$ <u>27,000.</u>
8.3	LUMP SUM	<u>UPGRADE POND TWO (2)</u>	LUMP SUM	\$ <u>27,000.</u>
8.4	LUMP SUM	<u>UPGRADE POND THREE (3)</u>	LUMP SUM	\$ <u>27,000.</u>
8.5	LUMP SUM	<u>UPGRADE POND FOUR (4)</u>	LUMP SUM	\$ <u>22,623.</u>
8.6	LUMP SUM	<u>UPGRADE POND FIVE (5)</u>	LUMP SUM	\$ <u>16,000.</u>
8.7	LUMP SUM	<u>UPGRADE POND NINE (9)</u>	LUMP SUM	\$ <u>70,000.</u>
8.8	LUMP SUM	<u>ELIMINATE POND TEN (10)</u>	LUMP SUM	\$ <u>15,000.</u>
8.9	LUMP SUM	<u>ELIMINATE POND ELEVEN (11)</u>	LUMP SUM	\$ <u>15,000.</u>
9.0		<u>CONSTRUCT/UPGRADE ACCESS ROADS</u>		
9.1	LUMP SUM	<u>ACCESS ROAD ONE (1)</u>	LUMP SUM	\$ <u>30,000.</u>
9.2	LUMP SUM	<u>ACCESS ROAD TWO (2)</u>	LUMP SUM	\$ <u>20,000.</u>
9.3	LUMP SUM	<u>ACCESS ROAD THREE (3)</u>	LUMP SUM	\$ <u>15,000.</u>
9.4	LUMP SUM	<u>ACCESS ROAD FOUR (4)</u>	LUMP SUM	\$ <u>20,000.</u>
9.5	LUMP SUM	<u>ACCESS ROAD FIVE (5)</u>	LUMP SUM	\$ <u>7,000.</u>

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/ OFFICE OF SPECIAL RECLAMATION

WV-36 STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
9.6	LUMP SUM	<u>ACCESS ROAD SIX (6)</u>	LUMP SUM	\$ <u>7,000.</u>
10.0	3000 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>4.00</u> PER LF	\$ <u>12,000.</u>
11.0		<u>RIP-RAP AND GROUTED DITCH</u>		
11.1	LUMP SUM	<u>DITCH ONE (1)</u>	LUMP SUM	\$ <u>2,500.</u>
11.2	LUMP SUM	<u>DITCH TWO (2)</u>	LUMP SUM	\$ <u>2,500.</u>
11.3	LUMP SUM	<u>DITCH THREE (3)</u>	LUMP SUM	\$ <u>2,500.</u>
11.4	LUMP SUM	<u>DITCH FOUR (4)</u>	LUMP SUM	\$ <u>8,000.</u>
11.5	LUMP SUM	<u>DITCH FIVE (5)</u>	LUMP SUM	\$ <u>5,000.</u>
11.6	LUMP SUM	<u>SLUDGE CELL "E" SPILLWAY</u>	LUMP SUM	\$ <u>15,000.</u>
11.7	LUMP SUM	<u>DITCH SIX (6)</u>	LUMP SUM	\$ <u>5,000.</u>
11.8	LUMP SUM	<u>DITCH SEVEN (7)</u>	LUMP SUM	\$ <u>8,000.</u>
11.9	LUMP SUM	<u>POND SIX (6) SPILLWAY</u>	LUMP SUM	\$ <u>4,000.</u>
11.10	LUMP SUM	<u>POND SEVEN (7) SPILLWAY</u>	LUMP SUM	\$ <u>4,000.</u>
11.11	LUMP SUM	<u>POND EIGHT (8) SPILLWAY</u>	LUMP SUM	\$ <u>4,000.</u>
11.12	LUMP SUM	<u>DITCH EIGHT (8)</u>	LUMP SUM	\$ <u>12,000.</u>
11.13	LUMP SUM	<u>DITCH NINE (9)</u>	LUMP SUM	\$ <u>12,000.</u>
11.14	LUMP SUM	<u>DITCH TEN (10)</u>	LUMP SUM	\$ <u>14,000.</u>
12.0		<u>AQUA-FIX TREATMENT FACILITY NUMBER ONE (1)</u>		
12.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ <u>40,000.</u>
12.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$ <u>5,000.</u>

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>500.</u>
12.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ <u>80,000.</u>
12.5	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ <u>2,000.</u>
13.0		<u>AQUA-FIX TREATMENT FACILITY NUMBER TWO (2)</u>		
13.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ <u>40,000.</u>
13.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$ <u>5,000.</u>
13.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>500.</u>
13.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ <u>75,000.</u>
13.5	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ <u>2,000.</u>
14.0		<u>CONSTRUCT SLUDGE LINES</u>		
14.1	LUMP SUM	<u>POND ONE (1) SLUDGE LINE</u>	LUMP SUM	\$ <u>21,000.</u>
14.2	LUMP SUM	<u>POND TWO (2) SLUDGE LINE</u>	LUMP SUM	\$ <u>21,000.</u>
14.3	LUMP SUM	<u>POND THREE (3) SLUDGE LINE</u>	LUMP SUM	\$ <u>21,000.</u>
14.4	LUMP SUM	<u>POND FOUR (4) SLUDGE LINE</u>	LUMP SUM	\$ <u>21,000.</u>
14.5	LUMP SUM	<u>AREA "B" SLUDGE LINE</u>	LUMP SUM	\$ <u>20,377</u>
15.0	LUMP SUM	<u>DISCHARGE CONVEYANCE PIPELINE</u>	LUMP SUM	\$ <u>80,000.</u>
16.0		<u>SEEP COLLECTION UNDERDRAIN #2</u>		
16.1	<u>1200</u> LF	<u>PERFORATED 6 INCH HDPE DR17 PIPE WITH STONE AND FABRIC</u>	\$ <u>3,00</u> PER LF	\$ <u>3,600.</u>
16.2	<u>1200</u> LF	<u>SOLID 6 INCH HDPE DR17 PIPE</u>	\$ <u>3,00</u> PER LF	\$ <u>3,600.</u>
16.3	<u>12</u> EA	<u>CONNECTION FROM 6 INCH HDPE DR17 PIPE TO 12 INCH HDPE DR17 PIPE</u>	\$ <u>50,00</u> PER EA	\$ <u>600.</u>

IV-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17.0	LUMP SUM	<u>SEEP COLLECTION UNDERDRAIN #1</u>	LUMP SUM	\$ <u>15,000.</u>
18.0	<u>2600 LF</u>	<u>CONSTRUCT PERIMETER FENCE</u>	\$ <u>5.00</u> PER LF	\$ <u>13,000</u>
19.0		<u>RECIRCULATION LINES</u>		
19.1	LUMP SUM	<u>AREA A RECIRCULATION LINE</u>	LUMP SUM	\$ <u>25,000.</u>
19.2	LUMP SUM	<u>AREA B RECIRCULATION LINE</u>	LUMP SUM	\$ <u>10,000.</u>
20.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>2,000.</u>
21.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ <u>0</u>
22.0	LUMP SUM	<u>TOP DRESSING</u>	LUMP SUM	\$ <u>20,000.</u>
TOTAL FOR PERMIT <u>P-656</u>				\$ <u>1,287,000</u> RB

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: BARNES EXC. INC.

Authorized Signature: Catherine Barnes Date: 3/25/08

The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

Furthermore, it is noted that regular audits and reviews are essential to identify any discrepancies or areas for improvement. This process helps in maintaining the integrity of the data and ensuring that all procedures are followed correctly.

In addition, the document highlights the need for clear communication and collaboration between all departments. This ensures that everyone is on the same page and working towards the same goals, which is vital for the overall success of the organization.

It is also stressed that the organization should have a strong risk management strategy in place. This involves identifying potential risks, assessing their impact, and implementing measures to mitigate them, thereby protecting the organization's assets and reputation.

The document further outlines the importance of having a clear and concise set of policies and procedures. These should be regularly updated to reflect changes in the organization's structure, goals, and external environment.

Finally, it is concluded that a commitment to continuous improvement is key to long-term success. This involves regularly evaluating the organization's performance, seeking feedback from stakeholders, and implementing changes to enhance efficiency and effectiveness.

The document also mentions the importance of having a strong leadership team that can guide the organization through challenges and opportunities. Effective leaders should be able to inspire and motivate their teams, while also providing clear direction and support.

In summary, the document provides a comprehensive overview of the key factors that contribute to an organization's success. It emphasizes the need for transparency, accountability, clear communication, and a strong risk management strategy, all of which are essential for achieving long-term goals.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Barnes Exc., Inc.
of Sissonville, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Req # DEP13710 Falcon Land Company Nicholas County - According to Plans and Specifications

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
25th day of March, 2008.

Principal Corporate Seal

Barnes Exc., Inc.
(Name of Principal)

By Catherine Barnes
(Must be President or
Vice President)

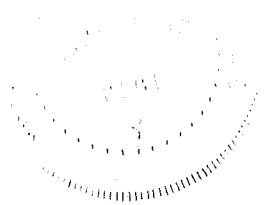
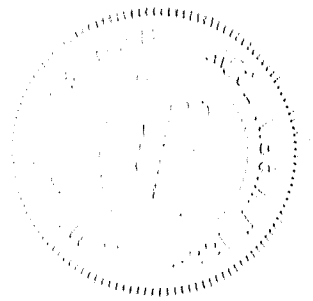
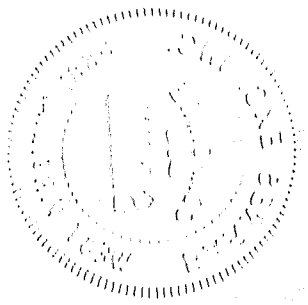
Catherine D. Barnes President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

By: Gregory T. Gordon
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/27/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STODGEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of AUGUST A.D., 2007.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 27th day of AUGUST A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



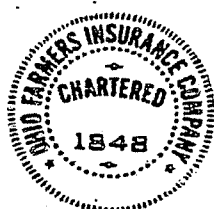
Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of March A.D., 2008.



Signature of Frank A. Carrino Secretary

1. The purpose of this document is to provide a comprehensive overview of the current state of the project and to identify the key challenges that must be addressed in order to ensure its successful completion.

2. The project has been initiated in response to the growing demand for a secure and reliable communication system that can support the needs of our organization and its partners.

3. The primary objective of the project is to develop a system that is capable of handling a large volume of data and is able to maintain a high level of security and integrity throughout its operation.

4. The project team has conducted a thorough analysis of the requirements and has identified a number of key areas that require attention, including the design of the system architecture, the selection of the appropriate hardware and software components, and the implementation of robust security measures.

5. The project is currently in the planning phase, and the team is working closely with the stakeholders to ensure that all requirements are met and that the project is on track to meet its deadline.

6. The project team is committed to providing regular updates and reports to the stakeholders, and to ensuring that the project is completed on time and within budget.

7. The project is a complex and challenging task, but the team is confident that it will be able to deliver a high-quality system that meets the needs of our organization and its partners.

8. The project is a critical component of our overall strategy, and it is essential that we ensure its success in order to maintain our competitive edge in the market.

9. The project team is working hard to ensure that all requirements are met and that the project is on track to meet its deadline.

10. The project is a complex and challenging task, but the team is confident that it will be able to deliver a high-quality system that meets the needs of our organization and its partners.

11. The project is a critical component of our overall strategy, and it is essential that we ensure its success in order to maintain our competitive edge in the market.

12. The project team is committed to providing regular updates and reports to the stakeholders, and to ensuring that the project is completed on time and within budget.

